

BILL NO. S-76-12-22

SPECIAL ORDINANCE NO. S-226-76

AN ORDINANCE approving a contract with Westinghouse Electric for materials for Street Lighting Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated November 9, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Westinghouse Electric, for:

100,000 2/C #4 Alum - 600 V XLP. Insulated  
One conductor #4 - yellow in color - one  
conductor #4 - black in color

Unit Price \$123.00/m TOTAL: \$12,300.00

all as more partiucularly set forth on City Utilities Purchase Order No. 8390, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY, \_\_\_\_\_

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 12-14-76

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage. PASSED (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.				<u>✓</u>	
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 12-28-76

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 2226-76 on the 28th day of Dec, 1976.

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of Dec, 1976, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 3rd day of January, 1976, at the hour of 11:30 o'clock A.M., E.S.T.

Rahim Elamshong  
MAYOR

Bill No. S-76-12-22

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving a contract with Westinghouse electric for materials for Street  
Lighting Department

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance 92 PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

12-28-16 CONSIDERED IN  
DATE 12-28-16 CHARLES W. WESTERMAN, CITY CLERK

# Memorandum

To H.P. Wehrenberg, Board of Works Date Nov. 9, 1976  
From Ruth Winget, Purchasing Department  
Subject Quote #968, for 100,000 Ft. Wire

## COPIES TO:

J.F. Morreale

J. Shoulders

Herewith are quotes (Quote #968) relating to P.O. 8390 which is prepared favoring Westinghouse Electric for 100,000 Feet 2/C #4 Aluminum wire for Street Lighting.

Nine (9) vendors were invited to quote. Westinghouse Electric being the lowest.


	Price	Total
Westinghouse Electric	123.00/m'	\$12,300.00
Nat'l. Mill Supply	.1239/ft.	12,390.00
Dynaletric	125.00/m'	12,500.00
All Phase Electric	125.75/m'	12,575.00
General Electric Supply	130.70/m'	13,070.00
Central Supply	135.45/m'	13,545.00
Graybar Electric	137.25/m'	13,725.00
T.W. Comm.	.1470/ft.	14,700.00
Universal Wire & Cable	No Bid	No Bid

Attached are the following documents in support of the recommendation for acceptance of Westinghouse Electric.

1. Westinghouse Electric quote.
2. Copy of Purchase Order.
3. Memorandum Purchasing Department.

It is urged that in referring this bid to the City Council for enactment of an ordinance, that all of the attached items, together with this memorandum (or copies), be included with the proposed ordinance.

Please make sure that no confirming Purchase Order Number is given to Westinghouse Electric until evidence of Council approval is furnished to the Purchasing Department.

  
Ruth Winget

Approved: 

A.C. Lord

64-27-19

11/8/76

# CITY OF FORT WAYNE

## CITY UTILITIES

DEPARTMENT OF PURCHASES  
ROOM 950 CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

ORIGINAL  
PURCHASE ORDER NO.

8890

This number must appear on each pack-  
age, packing slip, invoice, bill of lading  
express receipt and correspondence.

DATE Nov. 9, 1976

Westinghouse Electric  
125 E. Murray St.  
Fort Wayne, Indiana

SHIP TO —

St. Lighting Dept.  
1701 S. Lafayette St.  
Fort Wayne, Indiana

MAIL ALL INVOICES TO —  
CITY UTILITIES

GENERAL ACCOUNTING  
4th FLOOR CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING  
CERTIFICATION AS REQUIRED BY  
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.G. NO.	UNIT PRICE	TOTAL
	100,000	2/C #4 Alum - 600 V XLP. Insulated One conductor #4 - yellow in color - one conductor #4 - black in color	154.01	123.00/m	\$12,300.00
		Per quote #968 2% 10 days net 30 F.O.B. S/P Ship 8 weeks			
		<p><i>P. R. H.</i>  <i>Henry P. Wehring</i>            SUBJECT TO COUNCILMANIC APPROVAL.  <i>May 9 1977</i>            APPROVED            Board of Public Works            RY/ok #76-44</p>			

**ATTENTION!**  
Send all invoices to General Accounting  
4th Floor, City-County Bldg.  
1 E. Main St.  
Fort Wayne, Indiana 46802  
Show P. O. Number on Packing Slip  
and Invoice.

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY

CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE

CITY OF FORT WAYNE  
DEPARTMENT OF PURCHASES

P.O. 8390  
Westinghouse Elec.

One Main Street  
Fort Wayne, Indiana 46802

Date October 22, 1976

Request for Quotation No. 968

To be considered your quotation must be received by                      M. November 5, 1976

To: ☒ All Phase Electric  
☒ Westinghouse Electric  
☒ Graybar Electric  
☒ Dynalectric Supply Co.  
☒ F.W. Comm Corp.  
☒ Central Supply Co.  
☒ National Mill Supply  
☒ Universal Wire & Cable  
☒ General Electric Supply

XXXXXXXXXX

Quantity	Unit		Unit Price	Trade Disc.	Extensio
100,000	Feet	2/C #4 Alum - 600 V. XLP. Insulated - One Conductor #4 - yellow in color - one Conductor #4 - Black in color.			
Mark Bid Envelope, "Quote No. <u>968</u> Due Date <u>11/5/76</u> "			TOTAL		

Terms -

F.O.B. -

Shipping  
Schedule -

Signed

Date

*Ruth Winget*  
Ruth Winget - Buyer

CITY OF FORT WAYNE  
DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

Date October 22, 1976.

Request for Quotation No. 968

To be considered your quotation must be received by                      M. November 5, 1976

To: Westinghouse Electric  
125 E. Murray St.  
Fort Wayne, Indiana

Quantity	Unit		Unit Price	Trade Disc.	Extended
100,000	Feet	2/C #4 Alum - 600 V. XLP. Insulated - One Conductor #4 - yellow in color - one Conductor #4 - Black in color.	123. <sup>00</sup> / <sub>m</sub>	Net	12,300. <sup>00</sup>
Mark Bid Envelope, "Quote No. <u>968</u> Due Date <u>11/5/76</u> ".			TOTAL		

Terms - <sup>10th</sup> 2% net 30

F.O.B. - S.P.

Shipping  
Schedule - 8 wks

Signed David Schubert  
Date                     

Ruth Winget  
Ruth Winget - Buyer

**RECEIVED**

**PURCHASING DEPT.**

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**CITY OF FORT WAYNE  
DEPARTMENT OF PURCHASES**

One Main Street  
Fort Wayne, Indiana 46802

Date October 22, 1976.

Request for Quotation No. 968

To be considered your quotation must be received by M. November 5, 1976

To: National Mill Supply  
5501 Distribution Drive  
Fort Wayne, Indiana 46825

Quantity	Unit		Unit Price	Trade Disc.	Extended
100,000	Feet	2/C #4 Alum - 600 V. XLP. Insulated - One Conductor #4 - yellow in color - one Conductor #4 - Black in color.	\$.1239	ft Net	\$12,390.00
		Quotation firm through Dec. 2, 1976			
		Mark Bid Envelope, "Quote No. <u>968</u> Due Date <u>11/5/76</u> ".		TOTAL	

Terms - Net

F.O.B. - Ft. Wayne

Shipping 8 weeks from receipt of order  
Schedule -

Signed *C. Ludwig*

Date 11/4/76

*Ruth Winget*  
Ruth Winget - Buyer

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CITY OF FORT WAYNE  
DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

Date October 22, 1976.

Request for Quotation No. 968

To be considered your quotation must be received by                      M. November 5, 1976

To:  
Dynalectric Supply Co.  
Third & Walnut Sts.  
Owensboro, Kentucky 42301

OCT 25 1976

CITY OF FORT WAYNE  
COMPANY

Quantity	Unit		Unit Price	Trade Disc.	Extensio
100,000	Feet	2/C #4 Alum - 600 V. XLP. Insulated - One Conductor #4 - yellow in color - one Conductor #4 - Black in color.	125.00 MFT		12500.00
		MANUFACTURER: ESSEX INTERNATIONAL, INC.			
		DELIVERY: 6 - 8 WEEKS			
		ABOVE PRICE IS <u>FIRM</u> FOR QUOTED DELIVERY.			
		<i>Artie E. Smith</i>			
		Mark Bid Envelope, "Quote No. <u>968</u> Due Date <u>11/5/76</u> ."			
				TOTAL:	12500.00

Terms - Net 30 Days

F.O.B. - Fort Wayne, Indiana

Shipping  
Schedule - 6 - 8 Weeks

Artie E. Smith, Buyer

Signed  
Date November 2, 1976

*Ruth Winget*  
Ruth Winget - Buyer

**RECEIVED**

**PURCHASING DEPT.**

**NOV 04 1976**

**AM PM**

**7,8,9,10,11,12,1,2,3,4,5,6**

CITY OF FORT WAYNE  
DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

Date October 22, 1976

Request for Quotation No. 968

To be considered your quotation must be received by                      M. November 5, 1976

To: All Phase Electric  
4920 Lima Road  
Cort Wayne, Indiana

OCT 25 1976

Quantity	Unit		Unit Price	Trade Disc. Extensi.
100,000	Feet	2/C #4 Alum - 600 V. XLP. Insulated - One Conductor #4 - yellow in color - one Conductor #4 - Black in color.	125 <sup>75</sup> 125 <sup>75</sup> <sup>75</sup> / <sub>100</sub>	12,575.00
			TOTAL	
			Mark Bid Envelope, "Quote No. <u>968</u> Due Date <u>11/5/76</u> "	

Terms -

F.O.B. -

Shipping  
Schedule - 6-8WKS

Signed Jerry W. Glass  
Date 11/2/76

Ruth Winget  
Ruth Winget - Buyer

**RECEIVED**  
**PURCHASING DEPT.**

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5311 DISTRIBUTION DRIVE, FORT WAYNE, INDIANA 46825

TELEPHONE NO...748-8466....

WHEN ORDERING, PLEASE  
REFER TO QUOTATION No. 400-110476-1

3089729 N A  
FORT WAYNE CITY  
DEPARTMENT OF PURCHASE  
CITY COUNTY BLDG 1 EAST MAIN  
FT WAYNE IND 46802  
1/74

DATED 11/04/76

TERMS  
% CASH DISCOUNT AS  
SHOWN BY ITEM

WE THANK YOU FOR YOUR INQUIRY 968

AND ARE PLEASED TO QUOTE AS FOLLOWS:

QUANTITY	DESCRIPTION	% CASH DISCOUNT	DELIVERY	UNIT PRICE	EXTENSION
100,000ft.	2/C #4 Alum. Duplex per your specs. and the following conditions.  Terms: Net 11th Prox.  Immediate Release  Price Firm thru best mill schedule  Delivery 6-8 weeks  Put-up: 5000ft. non-returnable reels  Freight allowed Point of Shipment	N		130.70/M	13070.00

ALL AGREEMENTS ARE MADE CONTINGENT UPON DELAYS BEYOND OUR CONTROL: QUOTATION IS SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED, AND ALL ORDERS ARE SUBJECT TO ACCEPTANCE.

THE AMOUNT OF ANY PRESENT OR FUTURE SALES, REVENUE, EXCISE OR OTHER TAX APPLICABLE TO THE MERCHANDISE COVERED BY THIS QUOTATION, OR TO THE SALE OR USE THEREOF, SHALL BE ADDED TO THE PURCHASE PRICE AND SHALL BE PAID BY THE PURCHASER.

WE HOPE THAT WE SHALL BE FAVORED WITH YOUR ORDER, AND ASSURE YOU OF PROMPT ATTENTION.

YOURS TRULY,

(SEE REVERSE SIDE FOR STANDARD CONDITIONS APPLYING)

*David Van Vorst*

## STANDARD TERMS AND CONDITIONS APPLYING TO ALL SALES

### PRICES AND TERMS

Unless otherwise stated, all prices by General Electric Supply Co. (GESCO) are subject to change without notice. Prices do not include sales, use, excise, value added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by the Purchaser.

All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order such as changes in quantity or partial release will be subject to the manufacturer's terms and conditions where applicable.

Unless otherwise noted, all sales are made f.o.b. point of shipment with freight allowed to common free delivery point nearest destination within the United States, except Alaska and Hawaii; in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon the Purchaser.

Extra labor or mechanical facilities required to unload shall be provided by Purchaser without any cost to GESCO.

### DELIVERY

Factory shipping dates given in advance of actual shipment are estimates by the manufacturer and are based upon prompt receipt of all necessary information.

GESCO shall not be liable for failure to deliver or for delays in delivery or performance due to (1) causes beyond its reasonable control, or (2) acts of God, acts of Purchaser, acts of civil or military authority, priorities or other governmental allocations or controls, fires, strikes or other labor difficulties, riots and other civil disturbances, delays in its usual source of supply, delays in transportation, or (3) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

### PAYMENT

Each shipment or delivery shall be deemed to have been sold under a separate and independent contract.

If, in the judgment of GESCO, The financial condition of the Purchaser at the time of manufacture or shipment does not justify the terms of payment specified, GESCO reserves the right to require full or partial payment before manufacture or shipment and to suspend any further performance until such payment has been received.

### WARRANTIES

Material and equipment distributed by GESCO are the products of reputable manufacturers sold under their respective brand or trade names. GESCO shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of products that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the purchaser and the sole obligation of GESCO. Except as to title, THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED, OR STATUTORY relating to the described material or equipment which extend beyond that described in this paragraph. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY.

### LIMITATION OF LIABILITY

GESCO's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of material or equipment hereunder, or its sale, resale operation or use, whether based on warranty, contract, negligence or other grounds shall not exceed the price allowable for such material or equipment or part thereof involved in the claim. GESCO shall not, under any circumstances, be liable for any labor charges unless agreed upon in advance in writing by GESCO.

GESCO shall not in any event be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Purchaser for such damages.

### CANCELLATION

Purchaser may cancel any order only by mutual agreement based upon payment to GESCO of reasonable and proper cancellation charges.

### RETURNED GOODS

Material and equipment must not be returned without the advance written consent of GESCO.

### ASSIGNMENT

Any assignment of any contract involving this order, or any rights thereunder, by the Purchaser without the advance written consent of GESCO shall be void.

### HAZARDOUS BUSINESS

Material and equipment distributed by GESCO has been designed and manufactured for use in standard commercial, industrial and residential applications. If the material or equipment is to be applied in any location which might be of a hazardous nature, such as atomic installations, commercial or military aircraft, missile installations, space explorations or other critical applications where a failure of a single component could cause substantial harm to persons or property, GESCO disclaims all responsibility unless it has received a complete description of the application and has concurred that the product in question is suitable for the proposed application. Such concurrence must be signed by an officer of the General Electric Company. Any questions should be referred to the manufacturer through Purchaser's local GESCO office.

### GENERAL

All orders are subject to acceptance by the district or local house of GESCO serving the Purchaser. Any representation, affirmation of fact, and course of dealings, promise or condition in connection therewith or usage of the trade not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of GESCO.



CITY OF FORT WAYNE  
DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

Date October 22, 1976

Request for Quotation No. 968

To be considered your quotation must be received by M. November 5, 1976

To: General Electric Supply  
5311 Distribution Drive  
Fort Wayne, Indiana 46825

RECEIVED

OCT 25 REC'D

65550  
FORT WAYNE

Quantity	Unit		Unit Price	Trade Disc.	Extensio
100,000	Feet	2/C #4 Alum - 600 V. XLP. Insulated - One Conductor #4 - yellow in color - one Conductor #4 - Black in color.			
		Mark Bid Envelope, "Quote No. 968 Due Date 11/5/76"	TOTAL		

Terms -

F.O.B. -

Shipping  
Schedule -

Signed *John Van Wazer*

Date *11-4-76*

*Ruth Winget*  
Ruth Winget - Buyer

**RECEIVED**  
**PURCHASING DEPT.**  
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CITY OF FORT WAYNE  
DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

Date October 22, 1976.

Request for Quotation No. 968

To be considered your quotation must be received by                      M. November 5, 1976

To: Central Supply Co.  
701 E. ~~MM~~ Wallace St.  
Fort Wayne, Indiana

Quantity	Unit		Unit Price	Trade Disc.	Extensio
100,000	Feet	2/C #4 Alum - 600 V. XLP. Insulated - One Conductor #4 - yellow in color - one Conductor #4 - Black in color. (AMERICAN ELECTRIC INDUSTRIES) STD. PUT UP 1000' OR 2500'  Mark Bid Envelope, "Quote No. <u>968</u> Due Date <u>11/5/76</u> ".	135. <sup>45</sup> / <sub>100</sub>	-*	13,545. <sup>00</sup>
			TOTAL		

Terms - 2% 10<sup>TH</sup> PROX. NET 30 DAYS

F.O.B. - SHIPPING POINT FREIGHT PREPAID

Shipping  
Schedule - 4-6 WEEKS

Signed *[Signature]*

Date 10-3-76

*Ruth Winget*  
Ruth Winget - Buyer

RECEIVED

PURCHASING DEPT.

AM NOV 04 1976

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QUOTATION

**Graybar**

ELECTRIC COMPANY, INC.

5425 DISTRIBUTION DRIVE  
FT. WAYNE, INDIANA 46805

WHEN ORDERING Nov. 4, 1976  
PLEASE MENTION (DATE - REFERENCE)

YOUR REFERENCE 968

City of Fort Wayne  
Department of Purchases  
One Main Street  
Fort Wayne, Indiana 46802

Attn: Ruth Winget - Buyer

---

SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION

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Please find attached your request for quotation, #968, dated 10/22/76.

  
DAVID R. BERGHOFF, Manager of Quotations

DRB/no

## TERMS AND CONDITIONS OF SALE

1. **PRICES**—Prices quoted herein are subject to change without notice, unless otherwise noted. In any event, this quotation is subject to acceptance within thirty (30) days from date of issue. Any change in quantities, partial release or destination may incur a price adjustment.

2. **DELAY IN PAYMENT**—If payment of Seller's invoice is made after the net due date, Seller reserves the right to render an additional invoice to cover any additional charges for the extra time taken.

3. **TAXES**—Prices shown do not include any sales, excise or other government charge payable by Seller to Federal, State or local authority. Any such taxes now or hereafter imposed upon sales or shipments will be added to purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.

4. **ACCEPTANCE OF ORDER; TERMINATION**—Acceptance of any order by Seller is subject to credit approval. If Buyer fails to comply with these terms and conditions of sale or if Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.

5. **CANCELLATIONS BY BUYER**—Cancellations by Buyer shall be by mutual agreement in writing, based on any adjustment necessary to cover labor expended, material procured, and reasonable overhead expenses applicable thereto.

6. **DELAY IN DELIVERY**—Seller is not to be accountable for delays in delivery if caused by any legislative, administrative or executive law, order or requisition of the Federal Government or any State or Municipal Government or any subdivision, department, agency, officer or official thereof, or if caused by, but not limited to, strike, fire, floods, accidents, delays of carrier, inability to obtain suitable and sufficient labor, and necessary supplies of raw materials or other unavoidable contingencies beyond the Seller's control. Factory shipment or delivery dates are the best estimates of our suppliers. In no case shall Seller be liable for any consequential or special damages arising from any delay in delivery.

7. **LABOR CHARGES**—Seller shall not be held liable for any labor charges other than those agreed upon in advance between the manufacturer and Buyer of the products covered by this quotation.

8. **BUYER'S REQUIREMENTS**—Material and equipment included in this quotation are based on Seller's interpretation of Buyer's requirements and are subject to verification by Buyer or his representative.

9. **WARRANTIES**—All materials included in this quotation are warranted only to the extent of manufacturer's warranty. This warranty will be furnished on written request.

10. **BUYER'S REMEDIES**—Buyer's remedies for any defects in the materials covered by this quotation are subject to any limitations contained in manufacturer's terms and conditions to Seller. A copy of such terms and conditions will be furnished upon written request. IN ANY EVENT, SELLER SHALL NOT BE LIABLE FOR CLAIMS (BASED UPON BREACH OF EXPRESS OR IMPLIED WARRANTIES OR NEGLIGENCE) FOR CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE, SALE OR FABRICATION OF THE MATERIALS COVERED BY THIS QUOTATION WHICH ARE FOUND TO BE DEFECTIVE. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Finally, no material may be returned to Seller without the written consent of Seller.

11. **WAIVER**—The failure of Seller or Buyer to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.

12. **MODIFICATION OF CONTRACT**—No terms and conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase or shipping release forms, or elsewhere, shall be binding on Seller hereinafter unless made in writing and signed by its authorized representative. IF THE CONDITIONS OF THIS CONTRACT ARE NOT ACCEPTABLE, BUYER MUST SO NOTIFY SELLER IN WRITING AT ONCE.

CITY OF FORT WAYNE  
DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

Date October 22, 1976

Request for Quotation No. 968

To be considered your quotation must be received by M. November 5, 1976

To: Graybar Electric  
5425 Distribution Drive  
Fort Wayne, Indiana

Quantity	Unit		Unit Price	Trade Disc.	Extended
100,000	Feet	2/C #4 Alum - 600 V. XLP. Insulated - One Conductor #4 - yellow in color - one Conductor #4 - Black in color.  Price firm for delivery thru first quarter of 1977.  Mark Bid Envelope, "Quote No. <u>968</u> Due Date <u>11/5/76</u> ".	137.25 M		\$13,725.00
				TOTAL	

Terms - Net 30

F.O.B. - SP/FA

Shipping  
Schedule - 8 Weeks

Signed David Berghoff

Date 11-4-76

Ruth Winget  
Ruth Winget - Buyer

RECEIVED  
PURCHASING DEPT.  
NOV 05 1976  
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CITY OF FORT WAYNE  
DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

Date October 22, 1976

Request for Quotation No. 968

To be considered your quotation must be received by                      M. November 5, 1976

To: T.W. Comm Corp.  
122 Cutter Mill Rd.  
Great Neck, L.I., New York

Quantity Unit		Unit Price	Trade Disc.	Extensio
100,000	Feet	2/C #4 Alum - 600 V. XLP. Insulated - One Conductor #4 - yellow in color - one Conductor #4 - Black in color.	.1470	NET \$14700-
		NOTE: SPECIFY IF DESIRED ON 1000 FT. OR 2500 FT. REELS. PRICES FIRM IF ORDERED BY 11/18/76		
		Mark Bid Envelope, "Quote No. <u>968</u> Due Date <u>11/5/76</u> ".		
		TOTAL \$14700-		

Terms - 2% 20 days, net 30  
F.O.B. - Destination  
Shipping Schedule - 3 to 4 WEEKS A. R. O.

Signed Edward Winger - VP  
Date 10/27/76

Ruth Winger - Buyer

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PURCHASING DEPT.  
OCT 29 1976 PM  
7:18.9 AM 121.23.4.5.6

# UNIVERSAL WIRE & CABLE COMPANY

electrical conductor specialists



2919-49 North Paulina St.  
Chicago, Illinois 60657  
312-327-4777  
Cable Address "UNIWIRED"  
TELX 254528

October 29, 1976

reply to:

City of Fort Wayne  
Department of Purchases  
One Main Street  
Fort Wayne, Indiana 46802

Attention: Ms. Ruth Winget

Subject: Quotation No. 968

Dear Ms. Winget:

With reference to the above subject, we regret to advise that we are unable to quote on the material in question at this time.

Please retain our name on your bidder's list for future requirements for all types of electrical conductor.

Very truly yours,

UNIVERSAL WIRE & CABLE COMPANY

*F. G. Batow*  
F. G. Batow

FGB:ew

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UNIVERSITY MICROFILMS & BOOKS



TITLE OF ORDINANCE SPECIAL ORDINANCE - City Utilities Purchase Order 8390DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE City Utilities Purchase Order 8390 to Westinghouse Electric

in amount of \$12,300.00 provides for purchase of 100,000 feet of Aluminum Wire  
to be used in the Street Lighting Department. Eight bids were received as  
follows:

<u>Westinghouse Electric</u>	<u>\$12,300.00</u>
<u>National Mill Supply</u>	<u>12,390.00</u>
<u>Dynaletric</u>	<u>12,500.00</u>
<u>All Phase Electric</u>	<u>12,575.00</u>
<u>General Electric</u>	<u>13,070.00</u>
<u>Central Supply</u>	<u>13,545.00</u>
<u>Graybar Electric</u>	<u>13,725.00</u>
<u>T. W. Comm Corp.</u>	<u>14,700.00</u>

EFFECT OF PASSAGE Provide needed wire for street light installationEFFECT OF NON-PASSAGE Inability to install street lights

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Electric Utility which  
will be billed back to City when used.

ASSIGNED TO COMMITTEE City Utilities